SIGNATURE PAGE

IN WITNESS WHEREOF, the company issuing this policy has caused this policy to be signed by its President and its Secretary and countersigned (if required) on the Declarations page by a duly authorized representative of the company. This endorsement is executed by the company stated in the Declarations.

Argonaut Insurance Company

Argonaut-Midwest Insurance Company

Argonaut Great Central Insurance Company

Select Markets Insurance Company

President **Secretary**

Exhibit C

Boilers	Pressure Vessels	Air Conditioning	Refrigeration	Mechanical Equipment	Electrical Equipment

Hartford Steam Boiler
Inspection Hotline

For our customer's convenience, Trident in conjunction with Hartford Steam Boiler, has set up a 24-hour Inspection Hotline to receive inspection requests. Requests for boiler inspections, air tank inspections, certificate inspections, new installations and/or authorization of repairs; all can be made through this single Inspection Hotline nationwide. Please include the following information with your request.

(4 6 7 7)
Telephone: 1-800-333-INSP
Fax: 1-484-582-1811
E-mail: NSCINSP_HOTLINE@hsb.com

Insured Name: Highland Township, Pennsylvania
HSB ID No: 100724
Insurance Services Policy No. PE-4632169-00
Location address: PO Box 505 James City, PA 16734
Contact Name: ______
Phone No. ______
Request ______

Inspections will be scheduled promptly!

Policy Forms List

Interline

- IL-DEC (01/02) - Common Policy Declarations
- AG 005 1013 - Signature Page
- IL 00 21 TIS (01/02) - Nuclear Energy Liability Exclusion
- IL-100 (07/00) - Common Policy Conditions
- IL-101 (09/07) - Sovereign Immunity Non-Waiver Endorsement
- IL-102 (09/07) - Two or More Policies Or Coverage Parts Or Coverage Forms
- IL-301 (09/07) - Year 2000 Exclusion
- IL-411 (09/07) - Building Related Illness Exclusion
- IL 01 72 (11/93) TIS - Pennsylvania Changes
- AG ML 0246 01 05/09 PA - Pennsylvania Changes - Cancellation and Nonrenewal
- AG MP 0105 01 02/09 - Additional Exclusions - Pollution and Asbestos
- AG MP 0102 01 02/09 - Exclusion of Terrorism
- IL 09 53 01 08 TIS - Exclusion of Certified Acts of Terrorism

Property

- CP-DEC (07/00) - Commercial Property Coverage Part Declarations
- CP-SD (07/00) - Commercial Property Coverage Part Supplemental Coverages
- CP 00 10 (06/95) TIS - Building and Personal Property Coverage Form
- CP 00 90 (07/88) TIS X - Commercial Property Conditions
- CP-360 PE (01/10) - 360 Additional Coverage Modifications - Public Entity
- CP 10 30 (06/95) TIS - Causes of Loss - Special Form
- GP-ISO-169 (4/96) - Pennsylvania Amendment - Loss Payment
- CP-300 (01/02) - Mold Exclusion
- CP-910 PE (07/04) - Equipment Breakdown Coverage

Inland Marine

- CM-DEC (07/00) - Commercial Inland Marine Coverage Part Declarations
- CM 00 01 (06/95) TIS - Commercial Inland Marine Conditions
- CM-250 (01/02) - Equipment Protection Endorsement

Crime

- CR-DEC (07/00) - Commercial Crime Coverage Part Declarations
- CR 10 00 (06/95) TIS - Crime General Provisions
- CR 00 04 (10/90) TIS - Theft, Disappearance and Destruction Coverage Form

General Liability

- GL-DEC (07/00) - Commercial General Liability Coverage Part Declarations
- CG 00 01 (07/98) TIS - Commercial General Liability Coverage Form (Occurrence Form)
- GL-PE-2 (01/10) PA - Additional Exclusions
- GL-310 (07/00) - Exclusion - Coverage C - Medical Payments
- CG 21 47 (07/98) TIS - Employment - Related Practices Exclusion
- GL-300 (07/00) - Exclusion - Pollution
- GL-301 (07/00) - Exclusion - Asbestos
- GL-215 (07/00) - Governmental Subdivisions
- GL-250 (07/00) - Employee Benefits Liability
- GL-360 PE (01/02) - Additional Coverage Modifications
- CG 21 75 06 08 TIS - Exclusion of Certified Acts of Terrorism And Exclusion of Other Acts of Terrorism Committed Outside The United States

Auto

- CA 00 03 (12/90) TIS PA - Commercial Auto Coverage Part Business Auto Declarations
- PF 70082.1(6/89) - Schedule Of Automobiles

CA 00 01 (07/97) TIS - Business Auto Coverage Form
CA 99 15 (12/93) TIS - Governmental Bodies Amendatory Endorsement
CA-360 PE (01/02) - Additional Coverage Modifications - Public Entity
CA 01 80 (09/97) TIS - Pennsylvania Changes
CA 21 92 (11/98) TIS - Pennsylvania Uninsured Motorists Coverage - Nonstacked
CA 21 93 (11/98) TIS - Pennsylvania Underinsured Motorists Coverage - Nonstacked
CA 22 37 (03/95) TIS - Pennsylvania Basic First Party Benefit
CA 22 38 (03/95) TIS - Pennsylvania Added and Combination First Party Benefits Endorsement
CA 23 84 01 06 TIS - Exclusion of Terrorism

Public Officials

AG PO D002 01 (02/09) - Public Officials' Liability Coverage Part Declarations
AG PO 0001 01 (02/09) - Public Officials Liability Coverage Part
AG PO PE02 01 02/09 - Additional Exclusions
AG PO 0003 01 02/09 - Non-Monetary Defense Limit

Employment Practices Liability

AG EP D002 01 (02/09) - Employment Practices Liability Coverage Part Declarations
AG EP P001 01 02/09 - Employment Practices Liability Coverage Part - Public Entity Employees
AG EP PES2 01 02/09 - Additional Exclusions
AG EP 0003 01 02/09 - Non-Monetary Defense Limit

Excess Liability

XS-DEC (01/09) - Commercial Excess Liability Policy Declarations
XS-SCH (01/09) - Excess Following Form - Schedule of Underlying Coverage
XS-CP (07/00) - Commercial Excess Liability Policy
XS-101 (01/10) - Exclusions
XS-110 02 (04/10) - Amendment - Insuring Agreement

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

Policy Change
Number: 004

POLICY NUMBER: PE-4632169-00	POLICY CHANGES EFFECTIVE: 07/03/2014	COMPANY: Argonaut Great Central Insurance Company
NAMED INSURED: Highland Township, Pennsylvania		AUTHORIZED REPRESENTATIVE

COVERAGE PARTS AFFECTED:

- General Liability
- Public Officials' Liability
- Employment Practices Liability
- Commercial Automobile Liability
- Commercial Property
- Commercial Inland Marine
- Commercial Crime
- Commercial Excess Liability

CHANGES

In consideration of no change in premium, it is hereby understood and agreed that the following change has been made to the policy:

As respects to all Policy Declarations, the Named Insured is amended to read:

Highland Township Supervisors, Pennsylvania in lieu of Highland Township, Pennsylvania.

All other terms and conditions remain unchanged.

Authorized Representative Signature

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COMMON POLICY DECLARATIONS

Policy No. PE-4632169-00 Renewal of: -NEW-

1. NAMED INSURED AND MAILING ADDRESS

Highland Township, Pennsylvania
PO Box 505
James City, PA 16734

☒ Argonaut Great Central Insurance Company
(A Stock Insurance Company)
The issuing company is designated by an "x"

2. POLICY PERIOD

From 07/03/2014 To 07/03/2015

12:01 A.M. standard time at your mailing address shown above.

3. BUSINESS DESCRIPTION

4. In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy. This policy consists of the following Coverage Parts for which a premium is indicated. This premium may be subject to adjustment. The Policy Writing Minimum Premium is.

Coverages	Premium
Commercial Property	
Commercial Inland Marine	
Commercial Crime	
Commercial General Liability	
Commercial Automobile	
Public Officials Liability	
Employment Practices Liability	
Commercial Excess Liability	
Total Policy Premium Payable At Inception	

5. FORMS AND ENDORSEMENTS APPLICABLE TO ALL COVERAGE PARTS:

SEE POLICY FORMS LIST

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U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – http//www.treas.gov/ofac.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

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PENNSYLVANIA NOTICE

An Insurance Company, its agents, employees, or service contractors acting on its behalf, may provide services to reduce the likelihood of injury, death or loss. These services may include any of the following or related services incident to the application for, issuance, renewal or continuation of, a policy of insurance:

1. surveys;

2. consultation or advice; or

3. inspections.

The "Insurance Consultation Services Exemption Act" of Pennsylvania provides that the Insurance Company, its agents, employees or service contractors acting on its behalf, is not liable for damages from injury, death or loss occurring as a result of any act or omission by any person in the furnishing of or the failure to furnish these services.

The Act does not apply:

1. if the injury, death or loss occurred during the actual performance of the services and was caused by the negligence of the Insurance Company, its agents, employees or service contractors;

2. to consultation services required to be performed under a written service contract not related to a policy of insurance; or

3. if any acts or omissions of the insurance Company, its agents, employees or service contractors are judicially determined to constitute a crime, actual malice, or gross negligence.

Instruction to Policy Writers
Attach the Pennsylvania Notice to all new and renewal certificates insuring risks located in Pennsylvania.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PUBLIC OFFICIALS' LIABILITY COVERAGE PART
EDUCATORS LEGAL LIABILITY COVERAGE PART
LAW ENFORCEMENT OFFICERS' LIABILITY COVERAGE PART
BUSINESS AUTO COVERAGE FORM

1. The insurance does not apply:

A. Under any liability Coverage, to "bodily injury", "personal injury" or "property damage":

(1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" or "personal injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury", "personal injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

(1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;

(2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or

(3) The "bodily injury", "personal injury" or "property damage" arises out of the furnishings by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties;

"nuclear material" means "source material", "special nuclear material" or "by-products material";

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor";

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" in-

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cluded under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

(a) Any "nuclear reactor";

(b) Any equipment or device used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

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COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

   a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

   b. 30 days before the effective date of cancellation if we cancel for any other reason,

3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.

4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

5. If this policy is canceled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. INSPECTIONS AND SURVEYS

We have the right but are not obligated to:

1. Make inspections and surveys at any time;

2. Give you reports on the conditions we find; and

3. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

1. Are safe or healthful; or

2. Comply with laws, regulations, codes or standards.

This conditions applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

E. PREMIUMS

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and

2. Will be the payee for any return premiums we pay.

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F. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

G. UNINTENTIONAL ERRORS OR OMISSIONS

Any error, misstatement or mistake in information given by you to us will not invalidate the insurance provided by this policy unless it was intentional. However, we are entitled to premium based upon the correct information.

H. GOVERNMENTAL IMMUNITY

Because you are a public institution, you may be entitled to governmental immunity. This policy does not constitute a waiver of any governmental immunity to which you are entitled.

I. CALCULATION OF PREMIUM

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

J. APPLICATION

By acceptance of this policy, you agree that the statements in the application are true and correct representations, that each shall be deemed material, that this policy is issued in reliance upon the truth of such representations, and that this policy embodies all agreements existing between you and us or any of our representatives, in connection with this policy.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOVEREIGN IMMUNITY NON-WAIVER ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL AUTO COVERAGE FORM
LAW ENFORCEMENT LIABILITY COVERAGE PART
PUBLIC OFFICIALS' LIABILITY COVERAGE PART
EDUCATORS LEGAL LIABILITY COVERAGE PART
EMPLOYMENT PRACTICES LIABILITY COVERAGE PART

In consideration of the premium charged, it is hereby agreed and understood that the policy(ies), coverage part(s) or coverage form(s) issued by us provide(s) no coverage for any "occurrence", "offense", "accident", "wrongful act", "wrongful employment act", claim or suit for which any insured would otherwise have an exemption or no liability because of sovereign immunity, any governmental tort claims act or laws, or any other state or federal law. Nothing in this policy, coverage part or coverage form waives sovereign immunity for any insured.

It is further agreed and understood that the limit of liability of the policy(ies), coverage part(s) or coverage form(s) issued by us, either individually, in conjunction with each other or in conjunction with other policy(ies), coverage part(s) or coverage form(s) of other companies, do not, in any manner, waive the limits of liability established in any governmental tort claim act applicable to any "occurrence", "offense", "accident", "wrongful act", "wrongful employment act", claim or suit.

All other terms and conditions remain the same.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TWO OR MORE POLICIES OR COVERAGE PARTS OR COVERAGE FORMS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL AUTO COVERAGE FORM
LAW ENFORCEMENT LIABILITY COVERAGE PART
PUBLIC OFFICIALS' LIABILITY COVERAGE PART
EDUCATORS LEGAL LIABILITY COVERAGE PART
EMPLOYMENT PRACTICES LIABILITY COVERAGE PART

In consideration of the premium charged, it is hereby agreed and understood that if this and any other policy, coverage part, coverage form or endorsement issued to any insured by Argonaut Great Central Insurance Company, Argonaut Insurance Company or any company affiliated with Argonaut Group, Inc. apply to the same "occurrence", "offense", "accident", "wrongful act", "wrongful employment act", claim or suit the aggregate maximum limit of insurance under all the policy(ies), coverage part(s), coverage form(s) or endorsement(s) shall not exceed the highest applicable limit of insurance under any one policy, coverage part, coverage form or endorsement. The deductible applicable to any such "occurrence", "offense", "accident", "wrongful act", "wrongful employment act", claim or suit will be the deductible applicable, if any, to such policy, coverage part, coverage form or endorsement which has the lowest applicable deductible.

All other terms and conditions remain the same.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

YEAR 2000 EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LAW ENFORCEMENT LIABILITY COVERAGE PART
PUBLIC OFFICIALS' LIABILITY COVERAGE PART
EDUCATORS LEGAL LIABILITY COVERAGE PART
EMPLOYMENT PRACTICES LIABILITY COVERAGE PART

The following exclusion is added to the **"Exclusions"** section(s) of the above referenced policy(ies):

"Year 2000 Computer-Related or Other Electronic Problem":

We will not cover any "bodily injury," "personal injury", "advertising injury", "property damage" or "wrongful act" or "wrongful employment act" arising directly or indirectly from:

1. Any actual, alleged, or potential "Year 2000 Computer-Related or Other Electronic Problem"; or

2. Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, or supervision done or provided by or for you to determine, rectify, or test any such problem.

"Year 2000 Computer-Related or Other Electronic Problem" means any inadequacy, failure, or malfunction of any of the following which is or was caused by the inability to correctly accept, distinguish, interpret, process, or recognize the year 2000 and beyond:

a. Any "computer component, equipment, program, or system", whether belonging to any insured or any other person or organization.

b. Any other product, or any data, function, or service, that in any manner directly or indirectly uses or relies on such "computer component, equipment, program, or system".

"Computer component, equipment, program, or system" means any:

a. computer application software;

b. computer hardware, including any microprocessor;

c. computer network;

d. computer operating system and related software;

e. microprocessor or computer chip that isn't part of a computer system; or

f. other computerized or electronic component or equipment.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUILDING RELATED ILLNESS EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PUBLIC OFFICIALS' LIABILITY COVERAGE PART
EDUCATORS LEGAL LIABILITY COVERAGE PART
EMPLOYMENT PRACTICES LIABILITY COVERAGE PART
LAW ENFORCEMENT OFFICERS' LIABILITY COVERAGE PART
BUSINESS AUTO COVERAGE FORM
COMMERCIAL PROPERTY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL EXCESS LIABILITY COVERAGE POLICY

The following exclusion is added to the policy, coverage part or coverage form:

BUILDING RELATED ILLNESS

This insurance does not apply

1. to any "bodily injury", "personal and advertising injury", "property damage", "accident", "occurrence", "wrongful act", "wrongful employment act", damage, claim, suit, loss, cost or expense flowing from or originating out of, either directly or indirectly, any "building related illness" or "sick building syndrome". This exclusion applies regardless of any other cause or event that in any way contributes concurrently or in any sequence to the "bodily injury", "personal and advertising injury", "property damage", "accident", "occurrence", "wrongful act", damage, claim, suit, loss, cost or expense.

2. to any obligation of any insured to indemnify any party because of "bodily injury", "personal and advertising injury", "property damage", "accident", "occurrence", "wrongful act", "wrongful employment act" damage, claim, suit, loss, cost or expense flowing from or originating out of, either directly or indirectly, any "building related illness" or "sick building syndrome".

3. to any obligation to defend any suit or claim against any insured alleging "bodily injury", "personal and advertising injury", "property damage", "accident", "occurrence", "wrongful act", "wrongful employment act" damage, claim, suit, loss, cost or expense flowing from or originating out of, either directly or indirectly, any "building related illness" or "sick building syndrome".

"Building related illness" means when symptoms of a diagnosable illness or injury are identified or attributed to the conditions or quality of a structure or building's environment. This includes, but is not limited to, airborne building contaminants, inadequate ventilation or air quality, carbon dioxide, carbon monoxide, nitrogen dioxide, emissions from building materials, adhesives, carpeting, flooring, upholstery, furnishings, equipment, machines or occupants, tobacco smoke, pesticides, cleaning agents, radon, mold, pollen, viruses, bacteria or other organic or toxic compounds and respirable particle matters. Other potentially harmful building related conditions subject to this exclusion include, but are not limited to, lighting and lighting sources, audio transmissions or frequencies, problems with building temperature or humidification control or plumbing, dust and dust mites, long-term or multiple exposures to sensitizing chemicals or biogenic particles, poor building design or occupant activities.

""Sick building syndrome" means situations or claims in which building occupants experience discomfort, injury, illness or adverse health effects that appear to be linked to time spent in a building and a "building related illness", but no specific cause or diagnosable illness or injury can be identified.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PENNSYLVANIA CHANGES

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART

A. For insurance provided under the:

Boiler and Machinery Coverage Part
Commercial Inland Marine Coverage Part
Commercial Crime Coverage Part
Commercial Property Coverage Part

The **TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY** Common Policy Condition is replaced by the following:

F. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

If you die, this Coverage Part will remain in effect as provided in **1.** or **2.** below, whichever is later:

1. For 180 days after your death regardless of the policy period shown in the Declarations, unless the insured property is sold prior to that date; or

2. Until the end of the policy period shown in the Declarations, unless the insured property is sold prior to that date.

Coverage during the period of time after your death is subject to all provisions of this policy including payment of any premium due for the policy period shown in the Declarations and any extension of that period.

B. For insurance provided under the:

Commercial Inland Marine Coverage Part
Commercial Property Coverage Part
Farm Coverage Part

The following is added to the **LOSS PAYMENT** Loss Condition and supersedes any provision to the contrary:

NOTICE OF ACCEPTANCE OR DENIAL OF CLAIM

1. Except as provided in **3.** below, we will give you notice, within 15 working days after we receive a properly executed proof of loss, that we:

a. Accept your claim;

b. Deny your claim; or

c. Need more time to determine whether your claim should be accepted or denied.

If we deny your claim, such notice will be in writing, and will state any policy provision, condition or exclusion used as a basis for the denial.

If we need more time to determine whether your claim should be accepted or denied, the written notice will state the reason why more time is required.

2. If we have not completed our investigation, we will notify you again in writing, within 30 days after the date of the initial notice as provided in **1.c.** above, and thereafter every 45 days. The written notice will state why more time is needed to investigate your claim and when you may expect us to reach a decision on your claim.

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3. The notice procedures in **1.** and **2.** above do not apply if we have a reasonable basis, supported by specific information, to suspect that an insured has fraudulently caused or contributed to the loss by arson or other illegal activity. Under such circumstances, we will notify you of the disposition of your claim within a period of time reasonable to allow full investigation of the claim, after we receive a properly executed proof of loss.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PENNSYLVANIA CHANGES – CANCELLATION AND NONREWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL CRIME COVERAGE PART*
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
PUBLIC OFFICIALS LIABILITY COVERAGE PART
LAW ENFORCEMENT LIABILITY COVERAGE PART
EDUCATORS LEGAL LIABILITY COVERAGE PART
EMPLOYMENT PRACTICES LIABILITY COVERAGE PART
COMMERCIAL EXCESS LIABILITY COVERAGE PART

A. The **Cancellation** Common Policy Condition is replaced by the following:

CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by writing or giving notice of cancellation.

2. Cancellation Of Policies In Effect For Less Than 60 Days

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 30 days before the effective date of cancellation.

3. Cancellation Of Policies In Effect For 60 Days Or More

If this policy has been in effect for 60 days or more or if this policy is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

a. You have made a material misrepresentation which affects the insurability of the risk. Notice of cancellation will be mailed or delivered at least 15 days before the effective date of cancellation.

b. You have failed to pay a premium when due, whether the premium is payable directly to us or our agents or indirectly under a premium finance plan or extension of credit. Notice of cancellation will be mailed at least 15 days before the effective date of cancellation.

c. A condition, factor or loss experience material to insurability has changed substantially or a substantial condition, factor or loss experience material to insurability has become known during the policy period. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

d. Loss of reinsurance or a substantial decrease in reinsurance has occurred, which loss or decrease, at the time of cancellation, shall be certified to the Insurance Commissioner as directly affecting in-force policies. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

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e. Material failure to comply with policy terms, conditions or contractual duties. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

f. Other reasons that the Insurance Commissioner may approve. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

This policy may also be cancelled from inception upon discovery that the policy was obtained through fraudulent statements, omissions or concealment of facts material to the acceptance of the risk or to the hazard assumed by us.

4. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. Notice of cancellation will state the specific reasons for cancellation.

5. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

6. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata and will be returned within 10 business days after the effective date of cancellation. If the first Named Insured cancels, the refund may be less than pro rata and will be returned within 30 days after the effective date of cancellation. The cancellation will be effective even if we have not made or offered a refund.

7. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.

B. The following are added and supersede any provisions to the contrary:

1. Nonrenewal

If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal, stating the specific reasons for nonrenewal, to the first Named Insured at least 60 days before the expiration date of the policy.

2. Increase Of Premium

If we increase your renewal premium, we will mail or deliver to the first Named Insured written notice of our intent to increase the premium at least 30 days before the effective date of the premium increase.

Any notice of nonrenewal or renewal premium increase will be mailed or delivered to the first Named Insured's last known address. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL EXCLUSIONS - POLLUTION AND ASBESTOS

This endorsement modifies insurance provided under the following:

LAW ENFORCEMENT LIABILITY COVERAGE PART
PUBLIC OFFICIALS LIABILITY COVERAGE PART
EDUCATORS LEGAL LIABILTIY COVERAGE PART
EMPLOYMENT PRACTICES LIABILITY COVERAGE PART

The following Exclusions are added to **B. Exclusions** of **SECTION 1 – COVERAGES:**

ASBESTOS:

Any claim directly or indirectly caused by arising out of, resulting from or in any way involving exposure to "asbestos", including but not limited to:

a. The mining, processing, manufacturing, use, testing, ownership, sale or removal of "asbestos"; or

b. Any error or omission in the supervision, instructions, recommendations, notices, warnings, or advice given, or which should have been given, in connection with "asbestos".

Any loss, cost or expense arising out of any:

a. Request, demand or order that any insured or others test for, monitor, clean up, remove or contain, or in any way respond to, or assess the effects of "asbestos"; or

b. Claim or "suit" by or on behalf of any person, organization or governmental authority for "damages" because of testing for, monitoring, cleaning up or removing, containing, or in any way responding to, or assessing the effects of "asbestos".

As used in this endorsement, the term "asbestos" refers to "asbestos" in any form, including but not limited to "asbestos" fibers or material(s) containing "asbestos".

POLLUTION:

1. Any claim which would not have occurred in whole, or in part, but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time; or

2. Any loss, cost or expense arising out of any:

   a. Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants";

   b. Claim or "suit" by or on behalf of a governmental authority for damages because of, or costs incurred by you to perform, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants"; or

   c. "Wrongful act" of any insured in complying with, enforcing or enacting any rule, ordinance, law or regulation having to do with prevention, mitigation, monitoring, clean-up, removal, containment, treatment, detoxification, or neutralization of "pollutants", or in the assessment of the effects of "pollutants".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF TERRORISM

This endorsement modifies insurance provided under the following:

PUBLIC OFFICIALS LIABILITY COVERAGE PART
EDUCATORS LEGAL LIABILITY COVERAGE PART
EMPLOYMENT PRACTICES LIABILITY COVERAGE PART
LAW ENFORCEMENT LIABILITY COVERAGE PART

A. The following definitions are added and apply under this endorsement wherever the term terrorism, or the phrase any injury or damage, are enclosed in quotation marks:

1. "Terrorism" means activities against persons, organizations or property of any nature:

a. That involve the following or preparation for the following:

(1) Use or threat of force or violence; or

(2) Commission or threat of a dangerous act; or

(3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

b. When one or both of the following applies:

(1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or

(2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

2. "Any injury or damage" means any injury or damage covered under any Coverage Part or Policy to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part or Policy.

B. The following exclusion is added:

EXCLUSION OF TERRORISM

We will not pay for "any injury or damage" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". "Any injury or damage" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage. **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or

2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or

3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or

4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or

5. The total of insured damage to all types of property exceeds $25,000,000. In determining whether the $25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or

6. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:

a. Physical injury that involves a substantial risk of death; or

b. Protracted and obvious physical disfigurement; or

c. Protracted loss of or impairment of the function of a bodily member or organ.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in Paragraphs **B.5.** or **B.6.** are exceeded.

With respect to this Exclusion, Paragraphs **B.5.** and **B.6.** describe the threshold used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this Exclusion will apply to that incident. When the Exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Part or Policy.

In the event of any incident of "terrorism" that is not subject to this Exclusion, coverage does not apply to "any injury or damage" that is otherwise excluded under this Coverage Part or Policy.

ARGONAUT GREAT CENTRAL INSURANCE COMPANY
225 West Washington Street, 24^{th} Floor
Chicago, IL 60606

PUBLIC OFFICIALS' LIABILITY COVERAGE PART DECLARATIONS

IMPORTANT NOTICE: THIS COVERAGE PART PROVIDES CLAIMS-MADE COVERAGE. PLEASE READ THE ENTIRE POLICY CAREFULLY TO DETERMINE YOUR RIGHTS AND DUTIES AND WHAT IS AND IS NOT COVERED.

POLICY NO.: PO-4632169-00 **RENEWAL OF NO.:*** -NEW-

Named Insured and Mailing Address*

Highland Township, Pennsylvania
PO Box 505
James City, PA 16734

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

ITEM 1: POLICY PERIOD:

Policy covers From: 07/03/2014 **To:** 07/03/2015 **at 12:01 A.M. Standard Time at your mailing address shown above.***

This Insurance does not apply to claims which arose from a "wrongful act" commencing before the Retroactive Date shown below. Enter NONE if no Retroactive Date applies to this coverage part.

RETROACTIVE DATE: 07/03/2004

ITEM 2: LIABILITY LIMIT:

Each Wrongful Act:	$1,000,000
Annual Aggregate:	$1,000,000

ITEM 3: DEDUCTIBLE:

Deductible: Each Wrongful Act:	$1,000

ITEM 4: FORMS AND ENDORSEMENTS CONTAINED IN THIS POLICY AT ITS INCEPTION:

See policy forms list.

ITEM 5: PREMIUM:

Premium:	$902
Minimum Premium:	$

*Information may be omitted if shown elsewhere in the policy

THESE DECLARATIONS, TOGETHER WITH THE COMMON POLICY DECLARATIONS, IF APPLICABLE, COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, COMPLETE THE ABOVE NUMBERED POLICY.

PUBLIC OFFICIALS LIABILITY COVERAGE PART

Various provisions in this *Coverage Part* restrict coverage. Read the entire Coverage Part carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Part the words ***you*** and ***your*** refer to *the Public Entity shown first as Named Insured in the Declarations*. The words ***we, us*** and ***our*** refer to the company providing this insurance.

The word ***insured*** means any person or organization qualifying as such under WHO IS AN INSURED (Section II).

Other words and phrases that appear in quotation marks have special meaning. Refer to DEFINITIONS (Section VI).

SECTION I – COVERAGES

A. Insuring Agreement

We will pay on behalf of the insured those sums that the insured becomes legally obligated to pay as "damages" because of a "wrongful act" committed anywhere in the world to which this insurance applies. This insurance DOES NOT apply to any "claim" resulting from a "wrongful act" that commenced prior to the Retroactive Date shown in the declarations.

This insurance applies only to a "claim" for "damages" first made against any insured during the policy period or any Extended Reporting Period we provide under SECTION V EXTENDED REPORTED PERIODS. A "claim" will be deemed to have been made when notice of such "claim" is received and recorded by you or your "designee" or by us, whichever comes first;

All "claims" arising out of the same "wrongful act" will be deemed to have been made at the time the first of those "claims" is made against any insured.

We will have the right and duty to defend the insured against any "suit" seeking "damages". However, we will have no duty to defend the insured against any "suit" seeking "damages" for a "wrongful act" to which this insurance does not apply. We may, at our discretion, investigate any "wrongful act" and settle any "claim" or "suit" that may result. However:

a. The amount we will pay for "damages" is limited as described in Section III Limits Of Insurance And Deductible; and
b. Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments (Section I. C.).

B. Exclusions

This insurance does not apply to:

1. Any "claim", or any portion of any "claim", alleging "bodily injury", "property damage", "personal injury", "advertising injury" or "employee benefits injury".

2. Any "claim" arising out of:

   a. The issuance of bonds; or

   b. Tax assessment or valuation of real, business or personal property; and/or

   c. Tax collection.

3. Any "claim" arising out of:

a. a breach of contract; or

b. construction, architectural or engineering contracts, faulty preparation of bid specifications or any other procurement contract; or

c. liability which the insured has assumed in a contract or agreement, except mutual aid agreements between political subdivisions. This exclusion does not apply to liability for “damages” that the insured would have in the absence of the contract or agreement.

4. Any “claim” made by, on behalf of, or for the benefit of the named insured against an “employee” or official of the named insured.

5. Any "claim" flowing from or originating out of:

a. a dishonest, malicious, fraudulent or criminal act, error or omission by any person, or

b. a knowing violation of any law, statute or governmental regulation.

This exclusion applies only to the insured(s) who committed or had knowledge of the fraudulent, criminal or dishonest act, error, omission or violation of law. However if it is later established by a judgment or other final adjudication that the allegation was not proven, we will reimburse the insured for the reasonable costs of defense

6. Any “claim” arising out of any failure or omission to purchase or to maintain insurance coverage or any self-insurance fund.

7. Any “claim”, or any portion of any “claim”, seeking “damages” for emotional distress or mental anguish.

8. Any “claim” arising out of employment or application for employment with any insured, or any other employment related policies or practices.

9. Any civil or criminal fines or penalties levied by any federal, state or local governmental regulatory agency or court.

10. Any “claim” arising out of:

a. Any collective bargaining agreements; or

b. Any lockout, strike, picket line, replacement of workers or other labor disputes or labor negotiations, union grievances or any "claim" filed by or on behalf of a union.

11. Any “claim” based upon or attributable to an insured gaining any profit, advantage, or remuneration to which that insured is not legally entitled.

12. Any claim arising out of:

a. Any prior and/or pending litigation as of the effective date of this Coverage Part set forth in the Declarations, or

b. Any fact, circumstance, situation, transaction or event underlying or alleged in such litigation, regardless of the legal theory upon which such claim is predicated.

13. Any “claim” arising out of the:

a. Actual or threatened sexual abuse or molestation or any other types of improper sexual acts or

b. The negligent:

i. Employment; or

ii. Investigation; or

iii. Supervision; or

iv. Reporting to the proper authorities or failure to so report; or

v. Retention;

Of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by paragraph a. above;

c. Failure to protect any person from any acts or conduct described in a. above.

14. Any "claim" for relief that is equitable in nature and is not payable in money, or any request for equitable or injunctive relief, or the insured's cost to comply with any such non-monetary relief.

    If a "suit" seeks both monetary "damages" and non-monetary relief, we will defend the "suit".

C. Supplementary Payments

1. We will pay, with respect to any "claim" we investigate or settle, or any "suit" against an insured we defend:

   a. All expenses we incur.

   b. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

   c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the "claim" or "suit", including actual loss of earnings up to $300 a day because of time off from work.

   d. All costs taxed against the insured in the "suit" that resulted from a verdict covered by this policy.

   e. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

   f. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the Limits of Insurance.

Our obligation to defend an insured and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

SECTION II – WHO IS AN INSURED

You are an insured, and

Each of the following is an insured but only for acts that are both within the scope of his or her duties for you, and motivated, at least in part, by a purpose to serve you:

1. Any member of the governing body of the named insured.

2. Any board, commission, agency, authority, administrative department, or other similar unit operated by you and under your jurisdiction and within your budget.

3. All your past, present, and future elected, appointed, or employed officials.

4. Any "employee" or authorized "volunteer" of the named insured.

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a named insured in the Declarations.

SECTION III - LIMITS OF INSURANCE AND DEDUCTIBLE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
   a. Insureds; or
   b. "Claims" made or "suits" brought; or
   c. Persons or organizations making "claims" or bringing "suits".
2. The most we will pay for all "claims", "suits" or actions covered by this Coverage Part is the ANNUAL AGGREGATE shown in the Declarations.
3. Subject to 2. above, the Each Wrongful Act Limit is the most we will pay for the sum of all "damages" arising out of any one "wrongful act".
4. Deductible
   a. Our obligation to pay "damages" on your behalf and to pay "loss adjustment expense" applies only to the amount of "damages" and "loss adjustment expense" in excess of the Deductible shown in the Declarations. The Deductible shown in the Declarations applies to the total amount of all "damages" and related "loss adjustment expense" because of all "claims" resulting from any one "wrongful act".
   b. The terms of this insurance, including those with respect to:
      i. Our right and duty to defend any "suits" seeking those "damages"; and
      ii. Your duties in the event of a "wrongful act", "claim", or "suit"

      Apply irrespective of the application of the Deductible amount.
   c. We may pay any part, or all, of the Deductible amount applicable to "damages" and "loss adjustment expense" to effect settlement of any "claim" or "suit", and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible amount as has been paid by us.

   If we file suit seeking recovery for amounts paid by us as a deductible which is to be reimbursed by you, then you are responsible for all costs of collection, including reasonable attorney's fees and interest on the amount in question in the full amount allowed by law.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV - CONDITIONS

A. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

B. Duties of the Named Insured

1. The Named Insured in the Declarations, or if multiple entities are named, the first of such entities, shall be the sole agent, and shall act on behalf, of each insured with respect to all matters under this Coverage Part, including but not limited to:
   a. Giving notice of any "claim";
   b. Giving or receiving notice of cancellation;
   c. Receiving any other written notice or correspondence from us;

d. Consenting to the settlement of any "suit";

e. The receipt and acceptance of this Coverage Part and any endorsements to this Coverage Part;

f. The payment of any premium due under this Coverage Part;

g. The receipt of any return premiums that may become due under this Coverage Part; and

h. The exercise of any rights under Section V Extended Reporting Periods; and

2. Each insured agrees that the Named Insured in the Declarations, or if multiple entities are named, the first of such entities, shall act on their behalf.

C. Duties In The Event Of A "Claim", "Suit" or "Wrongful Act"

1. You must see to it that we are notified of a "wrongful act" which may result in a "claim" covered by this Coverage Part as soon as practicable *after* the "wrongful act" is known by you, or your "designee".

   To the extent possible, notice should include:

   a. How, when and where the "wrongful act" took place;

   b. The names and addresses of any injured persons or witnesses; and

   c. The nature and location of any injury or damage arising out of the "wrongful act".

   Notice of a "wrongful act" is not notice of a "claim".

2. If a "claim" is made or "suit" is brought against any insured, you must:

   a. Record the specifics of the "claim" or "suit" and the date received as soon as you, or your "designee" is notified of it;

   b. Notify us as soon as practicable after you or your "designee" learns of the "claim" or "suit".

   You must see to it that we receive written notice of the "claim" or "suit" as soon as practicable.

3. You and any other involved insured must:

   a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";

   b. Authorize us to obtain records and other information;

   c. Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and

   d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

4. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent

5. Notice given by or on behalf of:

   a. The insured;

   b. The injured person;

   c. Any other claimant;

   to a licensed agent of ours with particulars sufficient to identify the insured shall be deemed notice to us.

D. Assignment

Assignment of interest under this Coverage Part shall not bind us until our consent is endorsed hereon; however, subject otherwise to the terms hereof, this Coverage Part shall cover the estate, heirs, legal representative or assigns of the insured in the event of the insured's death, bankruptcy, insolvency or being adjudged incompetent.

E. Legal Action Against Us.

No person or organization has a right under this Coverage Part:

1. To join us as a party or otherwise bring us into a "suit" asking for "damages" from an insured; or
2. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for "damages" that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

F. Other Insurance

The insurance provided by this Coverage Part is excess over any other collectible insurance. We will have no duty to defend the insured against any "suit" or "claim" for "damages" if any other insurer has a duty to defend the insured against that "suit".

When this insurance is excess over other insurance, we will pay only our share of the amount of loss, if any, that exceeds the sum of:

1. The total amount that all other insurance would pay in the absence of this insurance; and
2. The total of all deductible and self-insured amounts under the other insurance.

If we share the loss, we will do so by equal share contribution if allowed by the other insurance. If equal share contribution is not permitted, we will contribute by the ratio our limit bears to the total applicable limits of all insurance.

G. Conformity to Statute

This Coverage Part is intended to be in full conformity with the laws of the state in which it is issued. If any provision of this Coverage Part (including endorsements which modify the Coverage Part) conflicts with any law, it is changed to comply with that law.

H. Premium Audit

Unless required by law, premiums for this Coverage Part shall not be subject to audit.

I. Consent To Settle

We will not settle any "suit" without your consent. If, however, you refuse to consent to any settlement recommended by us and elect to contest the "claim" or to continue any legal proceedings in connection with such "claim," then:

1. We will not be obligated to pay defense costs incurred by you subsequent to such refusal and
2. If a settlement or adverse judgment occurs subsequent to such refusal, we will not be obligated to pay any amount in excess of the amount for which the "claim" could have been settled prior to such refusal..

Such amounts are subject to the provisions of Section III Limits of Insurance and Deductible of this Coverage Part.

J. Representations

By accepting this Coverage Part, you agree:

1. The application and the declarations are the basis of this Coverage Part and are to be considered as incorporated in and constituting part of this Coverage Part.

2. The statements in your application are accurate and complete;
3. Those statements are representations you made to us; and
4. We have issued this Coverage Part in reliance upon your representations.

K. Transfer Of Rights Of Recovery Against Others To Us

If an insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. No insured should do anything after a "wrongful act" to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

L. When We Do Not Renew

If we decide not to renew this Coverage Part we will mail or deliver to the Named Insured in the Declarations, or if multiple entities are named, the first of such entities, written notice of the non-renewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing as required by state law will be sufficient proof of notice. Proof of mailing requirements may vary by state.

M. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the Named Insured in the Declarations, or if multiple entities are named, the first of such entities, this insurance applies:

1. As if each Named Insured were the only Named Insured; and
2. Separately to each insured against whom "claim" is made or "suit" is brought.

N. Title of Paragraphs

The titles of the various paragraphs of this Coverage Part and endorsements, if any, attached to this Coverage Part, are inserted solely for convenience or reference and are not deemed in any way to affect the provisions to which they relate.

SECTION V - EXTENDED REPORTING PERIODS

A. We will provide one or more Extended Reporting Periods, as described below, if:

1. This Coverage Part is cancelled or not renewed; or
2. We renew or replace this Coverage Part with insurance that:
    a. Has a Retroactive Date later than the date shown in the Declarations of this Coverage Part; or
    b. Does not apply to "wrongful acts" on a claims-made basis.

B. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to "claims" for:

1. "Wrongful Acts" that first occur before the end of the policy period but not before the Retroactive Date, if any, shown in the Declarations.

Once in effect Extended Reporting Periods may not be cancelled.

C. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for 90 days. Please refer to Section IV - Conditions, C. Duties in the Event of a "Claim", "Suit" or "Wrongful Act", for your responsibilities when reporting an incident to us. The Basic Extended Reporting Period does not apply to "claims" that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such "claims".

D. The Basic Extended Reporting Period does not reinstate or increase the Limits of Insurance.

E. A Supplemental Extended Reporting Period of 12, 24 or 36 months is available, but only by an endorsement and for an extra charge. This supplemental period starts when the Basic Extended Reporting Period, set forth in paragraphs C. and D. above, ends.

1. You must give us a written request for the endorsement within 90 days after the end of the policy period. If you have chosen to purchase a Supplemental Extended Reporting Period for a period of less than 36 months, you may extend the period for up to a combined total of 36 months if you request the extension in writing no later than 60 days before the expiration of the Supplemental Extended Reporting Period originally elected.
2. The Supplemental Extended Reporting Period(s) will not go into effect unless you pay the additional premium, determined in accordance with our rates, promptly when due. The additional premium for each 12-month Supplemental Extended Reporting Period will be equal to 50% of the annual premium for this Coverage Part.
3. The insurance afforded for "claims" first made during the Supplemental Extended Reporting period is excess over any other valid and collectible insurance available under policies in force after the Supplemental Extended Reporting Period(s) starts.

F. The Limit of Liability that applies to the Supplemental Extended Reporting period is equal to the limit entered on the declarations in effect at the end of the policy period.

SECTION VI - DEFINITIONS

A. "Advertising Injury" means

1. The use of another's advertising idea in your advertisement; or
2. Infringement of copyright, patent, slogan, trademark, trade secret, trade dress, or other intellectual property rights.

B. "Bodily Injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these at any time.

C. "Claim" means written or oral demand, including a "suit", to hold the insured responsible for an alleged or actual wrongful act where payment of "damages" is sought.

D. "Damages" means money "damages". "Damages" does not include any amount awarded as liquidated "damages" pursuant to any federal or state statute. "Damages" does not include punitive "damages", unless required by state law.

E. "Designee" means one of your officers, your legal department or an employee you designate to give notice to us.

F. "Employee(s)" includes a "leased worker".

G. "Employee Benefits Injury" means injury that arises out of any act, error or omission in the administration of your "Employee Benefit Programs" or alleged violation of any employment related state or federal code, regulation or statute.

H. "Employee Benefits Programs" means a program or programs of employee benefits maintained in connection with your business or operations, such as but not limited to, Group Life Insurance, Group Accident or Health Insurance, Pension Plans, Employee Stock Subscription Plans, Workers Compensation, Unemployment Insurance, Social Security and Disability Benefits.

I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business.

J. "Loss adjustment expense" means expenses allocated to a specific loss, "claim" or "suit" we incur or the insured incurs with our consent for the investigation, negotiation, arbitration, adjustment, settlement or defense of any "claim" or suit, whether paid by us or by the insured with our consent. "Loss adjustment expense" does not include salaries and expenses of our employees.

K. "Personal Injury" means:

1. False arrest, detention, imprisonment, abuse of process or malicious prosecution.
2. Wrongful entry or eviction, or other invasion of the right of private occupancy.
3. Defamation in any form or oral or written publication, in any manner, of material that violates a person's right of privacy;

L. "Property Damage" means:

1. Physical injury to tangible property including all resulting loss of use of that property; or
2. Loss of use of personal property that is not physically injured; or
3. Disappearance of tangible property (including money).
4. Impairment, deprivation or destruction of property, including loss of use thereof, resulting from proceedings in eminent domain, adverse possession, unlawful or unconstitutional taking of property or inverse condemnation, by whatever name called.

M. "Suit(s)" means a civil proceeding in which "damages" to which this insurance applies are alleged. "Suit" includes:

1. An arbitration proceeding in which "damages" are claimed and to which the insured must submit or does submit with our consent; or
2. Any other alternative dispute resolution proceeding in which "damages" are claimed and to which the insured submits with our consent.

N. "Volunteer" means a person who:

1. Is not an "employee" of any insured; and
2. Donates his or her work; and
3. Acts at the direction of, and within the scope of duties determined by, an insured; and
4. Is not paid a fee, salary or other compensation by any insured or anyone else for their work performed for the insured.

O. "Wrongful Act" means any actual or alleged error, omission or breach of duty committed by any insured. All acts, errors or omissions committed by one or more insureds that are substantially the same or are in any way directly or indirectly related -- either logically, causally or temporally -- shall be deemed to constitute one wrongful act, regardless of the number of "claims" or claimants.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL EXCLUSIONS

This endorsement modifies insurance provided under the following:

PUBLIC OFFICIALS' LIABILITY COVERAGE PART

No coverage for any claim shall apply under this Coverage Part if coverage has been excluded below

EXCLUSION APPLIES	EXCLUSION DOES NOT APPLY	**Miscellaneous Public Entity:**
☒	☐	1. Airport or activity related to aviation administration, supervision or operations;
☒	☐	2. Public Housing Project or Authority;
☒	☐	3. Personal Injury to public officials;
☒	☐	4. Medical Clinic;
☒	☐	5. Hospital, Nursing Home or other type of medical facility;
		6. Professional Services provided by any:
☒	☐	a. Doctors;
☒	☐	b. Lawyers;
☒	☐	c. Engineers; or
☒	☐	d. Architects;
		If it is indicated that an exclusion does not apply to items 3a-3d, them coverage will only apply to the professional services provided while the individual(s) is(are) operating within the scope of their employment by the named insured.
☒	☐	7. Fire District or Department;
☒	☐	8. Emergency Medical Service
☒	☐	9. Landfill, Dump, Refuse Site or Incinerator;
☒	☐	10. Port Authorities or Terminals
☒	☐	11. Child care facilities operating as a:
☒	☐	a. Day Care
☒	☐	b. Day Camp
☒	☐	c. Nursery or similar facility;
☒	☐	12. Public Transportation System or Transit Authority, including but not limited to transport, operations and premises;
☒	☐	13. Dams over 25 feet in height or any Levees, Dikes;
☒	☐	Other:
		Utilities:
☒	☐	14. Utility – Public Gas
☒	☐	15. Utility – Public Water
☒	☐	16. Utility – Public Electric
☒	☐	17. Utility – Sewer System
☒	☐	Other:

EXCLUSION APPLIES	EXCLUSION DOES NOT APPLY	
		Recreational:
☒	☐	18. Firework Display or Exhibition;
☒	☐	19. Ski Facility;
☒	☐	20. Waterslide;
☒	☐	21. Organized or sponsored racing or stunting involving wheeled vehicles including skateboards and roller skating;
☒	☐	22. Golf Course;
☒	☐	23. Rodeo;
☒	☐	24. Circus, amusement park or traveling enterprise offering amusement;
☒	☐	Other:
		School:
☒	☐	25. Public School District or System, Public School, School Board(s), or other similar educational units, entities or institutions;
☒	☐	Other:
		Law Enforcement:
☒	☐	26. Activity or function by or on behalf of any law enforcement agency or any agent thereof and/or activity or function related to the administration of the criminal justice system;
☒	☐	27. Jail, Penal Institution or similar type facility;
☒	☐	Other:

APPLICATION OF ENDORSEMENT (Enter below any limitations, clarifications or special conditions on the application of this endorsement):

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NON-MONETARY DEFENSE LIMIT

This endorsement modifies insurance provided under the following:

PUBLIC OFFICIALS LIABILITY COVERAGE PART

The following is added to **SECTION I – COVERAGES, ITEM C. Supplementary Payments:**

2. Non-Monetary Defense Limit

   a. The most we will pay for defense costs to defend any "suits" that are solely seeking non-monetary or equitable or injunctive relief and/or for legal fees awarded to the plaintiff in such "suits" is $10,000 per "suit". The most we will pay is $50,000 in the aggregate for the policy period.
   b. We will not pay to defend any "suits" initiated by a governmental entity that are solely seeking non-monetary or equitable or injunctive relief.

   This defense limit only applies if the "suit" would otherwise be covered under this Coverage Part, but for the fact that it solely seeks non-monetary damages.

These payments will not reduce the Limits of Insurance